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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANNIE DUNHAM, LORI ALVES
AND TOM ALLIE, individuals; and on
behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

LAMPS PLUS, INC.

Defendants.

Case No. SACV 12-1190-JLS (ANx)

CLASS ACTION

**JUDGMENT ON FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Pursuant to the Court's Order issued on October 21, 2014, granting Plaintiffs' Motion for Final Approval of Class Action Settlement (Doc. 97),

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court certifies the following Class: "All current and former employees of Defendant who, from July 21, 2005 up to and including the date of preliminary approval, worked as a retail store manager, assistant manager, manager in training or regional assistant in California."

2. The distribution of the Notice to Class Members set forth in the Amended Stipulation of Class Action Settlement has been completed in conformity with the Order Granting Preliminary Approval of Class Action Settlement. The Notice provided due and adequate notice of the proceedings, including the material elements of the proposed Settlement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process.

3. There were no objections to the Settlement filed prior to the hearing or raised by any person at the final approval hearing.

4. Four members of the Class requested to be excluded from the Settlement. (*See* Order Granting Plaintiffs' Motion for Final Settlement Approval, Doc. 97, at 8; Decl. of Abigail Schwartz, Doc. 92-1, at 2.)

5. The Settlement was entered into in good faith and satisfies the standards and applicable requirements for final approval of class action settlements.

6. The terms of the Amended Stipulation of Class Action Settlement were reached after discovery, investigation, analysis and research by qualified and experienced counsel, and was the product of extensive and arm's length bargaining and efforts. Counsel for both Parties reasonably evaluated their respective positions.

1 7. The terms of the Amended Stipulation of Class Action Settlement are
2 fair, adequate and reasonable to the Class.

3 8. The Settlement set forth in the Amended Stipulation of Settlement is
4 finally approved and the terms and provisions set forth therein are hereby
5 effectuated. All members of the Class will be bound by the Settlement.

6 9. Each and every Class Member is deemed to have conclusively
7 released and discharged the Released Parties from all Class Claims, including all
8 claims and causes of action of every nature and description under federal, state or
9 local law arising from or related to the Class Claims during the Class Period,
10 including, without limitation: statutory, constitutional, contractual, tort or common
11 law claims for wages, commissions, damages, unpaid costs, penalties, liquidated
12 damages, punitive damages, interest, attorneys' fees, litigation costs, restitution,
13 equitable relief, or other relief under California Business & Professions Code §
14 17200 *et seq.*, and related claims made under the California Private Attorneys
15 General Act. The Released Claims include any Class Claims that the Participating
16 Class Members do not know or suspect to exist in their favor at the time of the
17 release that do arise, or could have arisen, out of the Class Claims, which, if known
18 by them, might have affected their settlement with, and release of, the Released
19 Parties or might have affected their decision not to object to this Settlement. With
20 respect to the Released Claims, Participating Class Members expressly waive all
21 rights under Section 1542 of the California Civil Code.

22 10. The settlement payments provided for under the Amended Stipulation
23 of Class Action Settlement are fair and reasonable in light of all the circumstances.
24 The calculations and payments to Class Members shall be made and administered
25 pursuant to the Amended Stipulation of Class Action Settlement.

26 11. Westrup & Associates is appointed as Class Counsel in the Action.
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1 12. Class Counsel is hereby awarded attorneys' fees in the amount of
2 \$23,000, and reasonably incurred litigation costs in the amount of \$10,000, to be
3 deducted and paid from the Gross Settlement Amount, as final payment for and
4 complete satisfaction of any and all attorneys' fees and costs incurred by and/or
5 owed to Class Counsel and any other person or entity related to the Action. The
6 award of attorneys' fees is fair and reasonable under the lodestar and Ninth Circuit
7 benchmark approaches. The award of attorneys' fees and costs shall be
8 administered pursuant to the Amended Stipulation of Class Action Settlement.

9 13. The Enhancement Awards to each Class Representative in the amount
10 of \$2,500 are fair and reasonable in light of the time and effort expended and the
11 risk assumed by them in prosecuting this action, and shall be paid from the Gross
12 Settlement Amount pursuant to the Amended Stipulation of Class Action
13 Settlement.

14 14. Rust Consulting, Inc. is hereby appointed Claims Administrator.
15 Administration expenses incurred by the Claims Administrator in the amount of
16 \$5,000 are hereby approved and shall be paid from the Gross Settlement Amount
17 pursuant to the Amended Stipulation of Class Action Settlement.

18 15. The Court hereby enters final judgment of the entire Action pursuant
19 to the terms set forth in the Amended Stipulation of Class Action Settlement. The
20 Court retains continuing jurisdiction over the interpretation, implementation and
21 enforcement of the Settlement, and the Amended Stipulation of Class Action
22 Settlement and all orders entered in connection therewith.

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25 Dated: November 7, 2014



HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE